COMMONWEALTH OF KENTUCKY BEFORE THE PUBLIC SERVICE COMMISSION



In the Matter of:

MAY 6 2011

ALTERNATIVE RATE FILING OF COOLBROOK UTILITIES, LLC.

PUBLIC SERVICE COMMISSION CASE NO 2010-00314

COOLBROOK UTILITIES, LLC'S NOTICE OF FILING OF CERTIFICATE OF LIABILITY INSURANCE

Comes Coolbrook Utilities, LLC ("Coolbrook"), by counsel, and hereby files its Certificate of Liability Insurance reflecting that the insurance policy issued by Nautilus Insurance Company to Coolbrook became effective on May 4, 2011. A copy of the Commercial General Liability Quote reflecting total premium and fees in the amount of \$5,778.24 for said policy is also attached.

Respectfully submitted,

Robert C. Moore

Hazelrigg & Cox, LLP

415 West Main Street

P.O. Box 676

Frankfort, Kentucky 40602-0676

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by first class mail, postage prepaid, on Jeff Derouen, Executive Director, Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602 and David Edward Spenard, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204, on this the 5th day of May, 2011.

Robert C Moore



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certif	icate holder in lieu of such endors	eme	nt(s).		·						
PRODUCER				CONTACT NAME:							
	VOIT-LEE INSURANCE				PHONE (A/C, No, Ext); (502)459-4272 FAX (A/C, No):						
3701 TAYLORSVILLE ROAD-#5A			E-MAIL ADDRESS:								
	LOUISVILLE, <u>KY_40</u> 220)			INSURER(S) AFFORDING COVERAGE NAIC #						
_					INSURER A : NAUTILUS INSURANCE COMPANY						
INSURED	COOLBROOK UTILITIES		7		INSURER B:						
1	P.O. BOX 91588										
	LOUISVILLE, KY 40291				INSURE						
	LOOISVILLE, N1 40291				INSURE						
					INSURE						
001/55	1050	T1 - 1	~ T =	ALLINDED.	INSURE	RF:		REVISION NUMBER:		<u> </u>	
COVER	S TO CERTIFY THAT THE POLICIES			NUMBER:	DEEN I	ISSUED TO TH			OLICAT	PERIOD	
INDICA	ATED NOTWITHSTANDING ANY REC	DUIRI	EMENT	. TERM OR CONDITION OF	ANY C	ONTRACT OF	OTHER DOC	UMENT WITH RESPECT T	O WHIC	CH THIS	
CERTI	FICATE MAY BE ISSUED OR MAY P	ERTA	JN. TH	E INSURANCE AFFORDED	BY TH	E POLICIES D	ESCRIBED HI	EREIN IS SUBJECT TO AL	L THE	TERMS,	
	ISIONS AND CONDITIONS OF SUCH F		IES. LII SUBR	MITS SHOWN MAY HAVE BE	EN REI	DUCED BY PAI	D CLAIMS				
INSR LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S		
A GE	IERAL LIABILITY		1 1					EACH OCCURRENCE DAMAGE TO RENTED	\$	1000000	
	COMMERCIAL GENERAL LIABILITY			TO BE ASSIGNED		05/04/2011	05/04/2011	PREMISES (Ea occurrence)	\$	100000	
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	5000	
								PERSONAL & ADV INJURY	\$	1000000	
								GENERAL AGGREGATE	\$	1000000	
GEN	I'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	1000000	
	POLICY PRO- JECT LOC								\$		
AUT	OMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s		
-	ANY AUTO	1						BODILY INJURY (Per person)	\$		
	ALL OWNED SCHEDULED							BODILY INJURY (Per accident)	\$		
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$		
-	HIRED AUTOS AUTOS	l						(Per accident)	s		
	IMPORTALIAN										
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$		
11/0	DED RETENTION \$		-					WC STATU- OTH-	\$		
	RKERS COMPENSATION EMPLOYERS' LIABILITY Y/N							ITORYLIMITS ER_			
ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$		
(Mai	ndatory in NH) s, describe under							E.L. DISEASE - EA EMPLOYEE	\$		
DES	CRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPT	ON OF OPERATIONS / LOCATIONS / VEHICLE	ES (At	tach AC	ORD 101, Additional Remarks Sci	nedule, if	more space is red	luired)				
CERTIFICATE HOLDER CANCELLATION											
CERTIF	GATE HOLDER				CANGLELATION						
					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE						
				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
				ACCORDANCE WITH THE POLICY PROVISIONS.							
				AUTHORIZED DEDDESENTATIVE							
,					AUTHORIZED REPRESENTATIVE						

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Arlington/Roe of Kentucky Inc Louisville KY

Agency Number: **Voit Lee** To: Date: 03/23/2011 Attention: Angie Phone Number: Toni Beard From: tbeard@arlingtonroe.com Extension: Fmail: Direct Fax: Regarding COOLBROOKS UTILITIES Insured Name: DBA: Expiration Date Renewal Of: **COMMERCIAL GENERAL LIABILITY - QUOTE** Thank you for the submission. On behalf of Nautilus Insurance Company (A.M. Best rating A+ IX), we are pleased to offer the following Terms and Conditions based on information received. NOTE: Please review carefully as coverage may not be exactly as requested on the application. When binding coverage, you must obtain prior Company approval and provide an assigned policy number and effective date. Terms are valid for 30 days. IF TERMS ARE SUBJECT TO FACULTATIVE OR BROKERAGE THE FOLLOWING CONDITIONS APPLY: Policy and/or endorsement must be received by the Company within 21 days of inception. If an inspection is required, it must be forwarded to the Company within 45 days of inception. Any policy changes, including cancellation, can only be authorized by the Company. COVERAGE LIMIT ADVANCED PREMIUM * \$ 5,023 \$1,000,000 State Tax \$ 93.11 GENERAL AGGREGATE LIMIT INCLUDED \$ 155.19 PRODUCTS/COMPLETED OPS AGGREGATE LIMIT S/L Tax PERSONAL/ADVERTISING INJURY LIMIT \$1,000,000 Policy Fee \$ 150.00 \$1,000,000 Other \$ 356.94 EACH OCCURRENCE LIMIT DAMAGE TO PREMISES RENTED TO YOU LIMIT \$100,000 Total Premium + Fees \$ 5,778.24 PREMISES MEDICAL PAYMENTS LIMIT \$5.000 The Advanced Premium shown is a Minimum and Deposit premium. At the close of See Below For Additional Fees each audit period, we will compute the earned premium for that period. If the earned DEDUCTIBLE premium is greater than the advance premium paid, an audit premium is due. If the total earned premium for the policy period is less than the advance premium, such BI and PD PER CLAIM \$ 1,000 advance premium is the minimum premium for the policy period indicated and is not N/A PER CLAIM subject to further adjustment. Refer to form L601 for further explanation. Additional Fees: Other is Municipal Tax **UNDERWRITING REQUIREMENTS** Copy of Contracts: as needed ☑ Inspection: required within 45 days Loss Runs: Number of Locations to be inspected: Auditable: Yes - Annual Signed Application: Acord TERRORISM COVERAGE: Form E903 Policyholder Disclosure Notice must be sent to all Applicants. If Coverage is accepted, complete and attach the following forms. Premium is a flat \$125 per policy, plus applicable taxes and fees. This amount is subject to pro-rate or short rate adjustment upon policy cancellation, subject to any applicable minimum premium. CG2170 Cap on Losses For Certified Acts of Terrorism

CONFIDENTIALITY NOTICE: The transmitted documents contain private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

If Coverage is rajected, obtain the completed and signed Policyholder Disclosure Notice and attach CG2173 Exclusion of Certified

Acts of Terrorism.

E908 Policyholder Disclosure Notice of Terrorism Insurance

	garding sured Name: IA:	COOLBROOKS UTILITIES		Date: 03/23/2011
	E001J Policy Jack E001 Common D E906 Service Of ILD017 Policy Co S150 CGL Coveri CG0001 Comm ¹¹ CG0067 Excl - V CG2147 Excl - E CG2196 Silica or ILD021 Nuclear E	eclarations Suit nditions age Part Dec GL Coverage Form (12/04 Edition) folation of Statutes That Govern E-Mails mployment Related Practices Silica-Related Dust Exclusion Energy Exclusion		L217 Exclusion - Punitive or Exemplary Damages L223 Exclusion - Total Pollution L241 Exclusion - Microorganisms L601 Amendment Of Conditions - Premium Audit L850 Deductible Liability Insurance L216 Amendment of Definitions - Insured Contract S013 Min Earn Prem 25% or S038 Amendment of Liquor S261 Exclusion - Asbestos S902 Schedule of Forms & Endts
AD	DITIONAL FORM			L301 Excl - Weapons
	CG2136 Excl - Not CG2138 Excl - Pe CG2145 Excl - Pe CG2145 Abuse or L102 Animai-Relation Excl - Media L200 Excl - Media L204 Excl - Injur L205 Excl - Injur L205 Excl - Media L210 Excl - All Astronomical Excl - Community Excl - Percentage Excl - Community Excl - Percentage Excl - Community Excl - Percentage Excl - Percen	ew Entities arsonal and Advertising Injury amage to Premises Rented r Molestation Exclusion ated BI or PD Limited Liab Coverage a and Internet Liability aft, Auto or Watercraft ry to Employees ical Payments ssault or Battery puter Related Loss Svcs - Contractors agious, Infectious or Transmissible Disease municable Disease - Tanning Operations usion - Subsidence or Movement	80800 0 0000000000000000000000000000000	L317 Additional Excl - Scheduled Events L318 Excl - Events L320 Exclusion - Tainted Drywall Materials L402 Cov Ext - Alarm or Security System - Prof Liab L602 Amendment of Conditions - When We Do Not Renew S016 Cov Extension - Designated Professional Services S028 Excl - Participants S040 Excl - Cancer S060 Cond Excl - Lifesaving Equipment S061 Cond Excl - Lifeguard / Sign Posting Req S063 Cond Excl - Water-Related Hazard Sign Posting Req S064 Swimming Pool Fencing Conditional Excl S071 Excl - Directors and Officers Liability S077 Security Guards - Additional Excl S078 Excl - Water-Related Recreational Equipment S095 Excl - Water-Related Recreational Equipment S097 Cov Ext - Security / Patrol Professional Liability S222 Excl - Intellectual Property Hazard S239 Excl - Electromagnetic Radiation S261 Excl - Asbestos
	L283 Excl - All H Additional S092 Limitation o			

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Q001GA (09/09)

REFER TO THE ATTACHED FOR ADDITIONAL TERMS AND CONDITIONS

Regarding Insured Name:

DBA:

COOLBROOKS UTILITIES

Optional Hired Auto and Non-Owned Auto Liability may be available subject to eligibility: ☐ L270 Hired Auto and Non-Owned Auto Liability (Specified Limits of Insurance)

Hired Auto and Non-Owned Auto Liablity Limit of Insurance \$ If no entry - No coverage provided Any One Accident

. Limit is not in addition to Policy Occurrence Limit. Any amount paid under this coverage will serve to reduce the Aggregate Limits

Date: 03/23/2011

GENERAL LIABILITY CLASSIFICATIONS:

Code	Classification	Prem Basis	PremOps Raba	Prod/CoOps Rabe	PremOps Prem	Prod/CoOps Prem			
98810	Sewage disposal – plant operations	S+) 155,000	32,408	Incl	\$5,023	Incl			
Subject to \$3,500 minimum premium									

ADDITIONAL FORMS / COMMENTS

CONFIDENTIALITY NOTICE: The transmitted documents contain private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are edvised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

Q001GA (09/09)

refer to the attached for additional terms and conditions

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your NEW or RENEWAL policy may be affected as follows: YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS. OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. YOU SHOULD ALSO KNOW THAT THE ACT. CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED. Acceptance or Rejection of Terrorism Insurance Coverage \Box I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$_____, plus the following taxes and fees: Surplus Lines Tax of Surplus Lines Stamping Fee of of of of of of of of Total of Premium, taxes and fees is I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. **NAUTILUS INSURANCE COMPANY** Insurance Company

5/4/11

? I hook UL

Named Insured

Policy Number

E903 (02/08)

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